

GENERAL TERMS AND CONDITIONS FOR THE BUSINESS PRIVILEGE CLUB MEMBERSHIP AND OPERATION



1. General

Business Privilege Club (henceforth: "BPC") is a loyalty program in the context of which users of the services of HIT hoteli, igralnice, turizem d.d. Nova Gorica (henceforth: "Member(s)") in accordance with provisions of these terms and conditions collect points, which are redeemable for coupons to be used to get a discount on future services, and receive and redeem other benefits granted to Members (henceforth "Other Benefits"), which are published on the website www.hit.si/en/businessprivilegeclub.

The Controller of BPC is HIT hoteli, igralnice, turizem d.d. Nova Gorica, Delpinova ulica 7A, 5000 Nova Gorica, Slovenia, Registration Number: 5232058000 (henceforth: "Controller").

BPC is available on the website: www.hit.si/en/businessprivilegeclub (henceforth: "website"), through which Members can access general information about BPC, valid General Terms and Conditions for the Business Privilege Club Membership and Operation (henceforth: "General Terms"), Application Form – Business Privilege Club (henceforth: "application form") and other benefits that Members receive on the basis of the BPC membership, etc.

Members can acquire points and other benefits in business units listed on the website. The Controller's business units that take part in the BPC loyalty programme are hotels, restaurants, bars, SPA centres, travel agency, conference halls which are marked with a "Business Privilege Club" sign and published on the website (henceforth: "business units").

2. Membership

Taking advantage of the BPC loyalty programme is conditioned by the membership in BPC.

Every company, individual/sole trader, association, society, institute, organization (henceforth: "Applicant") who cumulatively meets the following conditions can become a BPC Member:

- is not in a business relationship with the Controller in the field of gaming and entertainment programme;
- is not a tour operator;
- is not a travel agency/agent;
- correctly filled out the application form in its entirety and signed it.

Notwithstanding the previous paragraph, the Controller reserves the right to decide with regard to the admission to BPC and is not required to explain its decisions.

An Applicant that wishes to become a BPC Member fills out the application form which is available on the website and at all business units. A correctly filled-out application form must be submitted to the Controller at the address: HIT d.d. Nova Gorica, Business Privilege Club, Delpinova ulica 7A, 5000 Nova Gorica, Slovenia or sent by e-mail to bpc@hit.si. The application form must bear the signature and stamp (if available) of the Applicant.

The Applicant must appoint an administrator that shall manage the BPC membership (henceforth: "Administrator"). The Administrator must be employed with the Applicant and is, at the same time, the contact person for all BPC communication. The Controller must be notified of any changes to the Administrator as soon as possible.

The Controller, upon the receipt of a filled-out application form, decides with regard to the admission/refusal of the BPC membership and notifies the Administrator via e-mail thereof. An Applicant becomes a BPC Member on the date on which the Applicant receives the Controller's notification regarding the admission via e-mail.

Membership in BPC is voluntary and free of charge. Every Member has the right, in accordance with these General Terms, to terminate the membership at any time. The Member submits the request for the termination of BPC membership in writing, by filling out a special form, which is available on the website. The request for the termination of BPC membership must bear the signature and the stamp of the legal representative (if it operates with a stamp) and must be sent to the address: HIT d.d. Nova Gorica, Business Privilege Club, Delpinova ulica 7A, 5000 Nova Gorica, Slovenia or via e-mail to: bpc@hit.si.

3. Collecting Points and Other Benefits

Members collect points and other benefits at all business units that are published on the website and marked as business units that enable the collection of individual BPC benefits. Members are eligible for collecting points and other benefits only when, upon ordering a service, Members inform the Controller's staff that they are ordering a service in the name and on behalf of the Member, in which case, the Member must make the order of a hotel service directly with the Controller (or the Controller's booking office booking@hit.si, +386 5 331 13 41). The Controller is not responsible in cases when Members are unable to collect points due to failure to inform the staff upon ordering the service that they are ordering a service in the name and on behalf of the Member or because the order has not been made according to these General Terms.

Members collect points in the following manner:

- 1 point for each €2 paid for services of accommodation, food, beverages, wellness, conference hall rental at business units during their BPC membership;
- 1 point for each €10 paid for services of Hittours travel agency during their BPC membership.

The accounting period during which Members collect points is limited to 6 (six) months:

- 1st accounting period: from 1 January do 30 June;
- 2nd accounting period: from 1 July to 31 December.

Cumulative points are added to the Member's club account. The Controller will inform the Member about the balance of points by sending an e-mail to the Administrator's address, also upon the Administrator's request.

Collected points are not transferable to the next accounting period and/or other Member, legal or natural person.

4. Redeeming Points

Within 30 days after the end of each accounting period, the Controller checks the balance of points collected in that accounting period and issues to the Member one or more discount coupons (hereinafter: coupon) expressed in Euros (€), which is recognized to the Member by the Controller. Coupons cannot be issued in the course of an accounting period for points collected in that accounting period. The value of a discount depends on the points collected. The Member receives €0.05 of discount for each point collected in a determined accounting period.

The Controller distributes the discount value received based on points to one or more coupons. The member receives 1 (one) coupon for each €20 of discount, and 1 (one) coupon for the remaining amount of discount, if it does not reach the amount of €20.

Irrespective of the previous paragraph, the Controller shall enable the Member that collects at least 1,000 points in an accounting period to be issued coupons in the amount and number requested by the Member. However, the value of an individual coupon shall not be lower than €20 (except for the remaining amount of discount that does not reach €20), and the cumulative amount of issued coupons in a determined accounting period shall not exceed the value of the collected discount in that accounting period.

The Controller shall send coupons to the Member via regular mail at the address the Member provided in the application form.

Each coupon has its own serial number.

Members redeem coupons for points collected within:

- 1st accounting period, in the period from 1 August up to and including 31 December of the same calendar year;
- 2nd accounting period, in the period from 1 February up to and including 30 June of the next calendar year.

After the expiration of the period in which the Member may redeem a coupon, the latter is no longer valid and cannot be redeemed any more. The validity of coupons is not extendable. The Controller shall not cash out or pay in any other way for the vouchers that have not been redeemed.

Members can use coupons for services published on the website and at business units. It is not possible to redeem only a part of a coupon. In case a coupon is used for services with a lower value than the coupon, the Member is not eligible to be cashed out the remaining amount of the coupon value. Members solely decide for what purpose or for whose benefit they will redeem their collected points and other benefits. Members may gift coupons to a third person. It is prohibited to resell and purchase BPC coupons and other benefits.

The Member or the person who was gifted a coupon shall not use the coupon to pay for outstanding commitments they may have with the Controller.

The person who wishes to redeem a coupon shall inform the Controller's staff before paying for the services or before an invoice is issued that they will use the coupon for the payment of services, and shall present that coupon or the coupon serial number to the staff. The Controller is not obliged to accept a later request to redeem a coupon. Upon successful redemption of a coupon, the Member receives a confirmation regarding the redemption of the coupon. The redemption of a coupon is subject to the availability of Controller's services in the requested period.

5. Redeeming Other Benefits

Members may redeem other benefits, as well as points, granted to BPC Members. The list of benefits is available on the website and at business units.

6. Other Important Information for Members

The Controller is not liable for eventual charges or other obligations of the company or person that redeemed BPC benefits, which may be imposed by the legislation and which the Member or a person that redeemed BPC benefits may be required to pay in relation to BPC benefits.

The Controller is not liable for any loss or damage that may arise from the termination or amendment to the programme or rules and General Terms of BPC membership.

The Controller is not liable for the Member's or third person's redeeming of coupons. Moreover, the Controller is not responsible for eventual abuse of Member's rights arising from BPC membership, nor for the redemption of stolen Member's coupons. The Controller is not obliged to verify the identity of the person redeeming the vouchers.

For information regarding BPC, Members may contact:

- all business units where Members collect and redeem points and other benefits;
- the website www.hit.si/en/businessprivilegeclub;
- e-mail address bpc@hit.si;
- telephone number +386 5 336 41 87 administrator, +386 5 336 40 00 Hit office building reception.

7. Expulsion of a Member from BPC

The Controller may expel a Member from BPC if the Member:

- breaches the General Terms;
- abuses of BPC benefits (points, coupons, other benefits);
- transmits false data to the Controller;
- violates the house rules of the Controller's individual business unit;
- does not pay in due time the obligations the Member has towards the Controller;

The Controller may declare the points, coupons and other benefits that the Member received based on aforementioned actions from the previous paragraph as invalid.

8. Termination of membership

The membership in the Privilege Club is terminated:

- if the Member terminates the BPC membership, which they can do, by submitting a written request to the Controller or by not accepting the new General Terms;
- upon declaration of insolvency against the Member or deletion from the Company Register;
- if the Controller terminates BPC, which they can do anytime at their own discretion;
- if the Member is expelled from BPC.

In case of the termination of BPC membership at the Member's request or if the Controller terminates BPC, the Member may redeem the collected points and other benefits by the end of the accounting period following the accounting period in which the BPC membership terminated; however, they may not redeem other benefits. After the expiry of this period, the Member cannot redeem collected points and coupons anymore.

In all other cases of membership termination from the first paragraph of this section, all collected and unredeemed points and/or coupons are deleted on the day of the termination of membership. Collected and unused points and coupons are also deleted in the event of a Member's deletion from the Company Register and their legal heirs cannot redeem them.

9. Personal Data Privacy

The Controller processes personal data provided on the application form (name, surname, e-mail address and/or phone number) required for the purposes of the BPC membership agreement execution and based on Member's explicit consent, namely to inform Members about the current and new offer, entertainment programme and other events organized by HIT d.d. Nova Gorica and the Hit Group, as well as to carry out surveys, analyses and research intended for improving the offer and services at business units and which include analyses of business operation, visits, etc.

The personal data of contact persons provided by the Member's legal representative to the Controller for the aforementioned processing are used by the Controller exactly for this purpose on the basis of his legitimate interest. Each contact person may at any time request the abrogation of personal data processing for the herein mentioned purposes. Other individual rights regarding personal data processing are described hereunder.

The Controller processes personal data provided in the registration form and through consumption also to the extent necessary for fulfilling legal obligations.

Use of your personal data for fulfilling legal requirements covers especially the record keeping of invoicing, hotel guests, entrance of players and non-players, ensuring video surveillance, maintaining surveillance videos about the activities in casino and other HIT premises, management of guests' credit card data (for bookings, compensations for untimely cancellation, repayment of all or partial costs that incurred during the stay, etc.), record keeping of received cash prizes and gifts by the guests in the casinos, record keeping of players in the online casino, record keeping of casino guests who conduct transaction with non-cash means of payment, record keeping of other transactions performed in relation towards HIT d.d. Nova Gorica and guests who performed those transactions.

Access to personal data is granted only to the Controller's employees that are bound to respect provisions regulating data protection and HIT d.d. Nova Gorica general acts, as well as concluded data processing agreements. Customers' personal data are the company's trade secret.

Personal data is stored only as long as it is needed to achieve the purpose of processing for which it was collected or processed further or until the legally required storage period expires. After the intended processing or after the expiry of the storage the personal data are erased, destroyed, blocked or anonymised, unless otherwise provided by the law governing single personal data types.

Rights in regard to the processing of your personal data:

In regard to our processing of your personal data and ensuring its legal and transparent processing, you have the following rights:

a) Right to Withdraw Consent

If you wish to withdraw the already given consent, you may do so anytime by sending an e-mail to bpc@hit.si.

b) Right to Access

You can always access your personal data that we process in a simple manner and in reasonable time intervals free of charge, on the basis of a submitted written request.

For additional copies or in cases of clearly unjustified or repetitive requests, we reserve the right to charge a reasonable fee for costs of administrative labour and materials.

c) Right to Rectification

At your request, we rectify or amend any incorrect or old personal data that we process, without undue delay.

d) Right to Erasure

Personal data: (i) which are no longer necessary in relation to the purposes for which they were collected or otherwise processed, (ii) which are being processed on the basis of a withdrawn consent and there are no other legal grounds for processing, (iii) for which you objected to the processing and there are no overriding legitimate grounds for the processing, or those (iv) which were processed unlawfully will be erased without undue delay per your request.

e) Right to Restriction of Processing

Per your request, we restrict the processing of personal data, when (i) a data subject contests the accuracy of the personal data (for a period enabling the controller to verify the accuracy of the personal data), (ii) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead, (iii) we no longer need the personal data for the purposes of the processing, but the data subject requires them for the establishment, exercise or defense of legal claims, (iv) or a data subject filed an objection against data processing (pending the verification whether the legitimate grounds of the controller override those of the data subject).

When processing has been restricted, such personal data will, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defense of legal claims, to ensure rights of other natural or legal persons.

We will always notify you before terminating any restrictions of processing.

f) Right to Data Portability

Per your request, we will forward the personal data you provided to another controller, when processing is consensual or a contract and when it is technically feasible.

g) Right to Object

If your personal data is being processed on the basis of our legitimate grounds or for the purposes of direct marketing, which includes profiling, then you can object to such processing.

h) Right to File a Complaint with the Information Commissioner

If we do not answer your request within 1 month or if we deny your request, you can file a complaint, the resolution of which is the Information Commissioner's responsibility.

A complaint due to denial has to be submitted to the Controller within 15 days from expiry of a 1-month period, or receipt of a negative answer. A customer can submit a request or a complaint using a special form, which is published on the Information Commissioner's website.

All requests concerning your rights described below may be sent via e-mail to bpc@hit.si.

If you have any doubts with regard to your rights, you can contact us or our Data Protection Officer. Our Data Protection Officer is Maja Erjavec, an employee of the Čehovin in Erjavec d.o.o. Legal Office, who can be reached by e-mail at dpo@hit.si and by telephone on +386 5 333 09 80.

More information about personal data processing in our company is available in our Data Protection Policy at all business units of HIT d.d. Nova Gorica and on the website www.hit.si.

10. Final Provisions

Applicable General Terms are published on the website www.hit.si/en/businessprivilegeclub and in all business units. The Controller can, at any time during the term of a BPC membership, send these General Terms to Members at their request.

The Controller reserves the right to amend these General Terms. Members will be notified about any changes to the General Terms no later than within 15 days before the new General Terms enter into force on the website and in all business units. If the Member does not reject the proposed General Terms in written form within the day before the proposed General Terms enter into force, it is considered that the Member accepts the amended General Terms and is legally bound by them. If the Member does not accept the proposed new General Terms, this act is regarded as the termination of BPC membership.

These General Terms are translated into multiple languages; if a dispute between the Controller and a Member arises, General Terms in the Slovenian language are applied and used.

Nova Gorica, January 2024

Controller:
HIT hoteli, igralnice, turizem d.d. Nova Gorica
Chairman of the Board
mag. Sandi Brataševc